AGENDA ITEM SUMMARY

AGENDA ITEM

Measuring Value-Added Student Learning Status and Next Steps Coordinating Board for Higher Education October 14, 2004

DESCRIPTION

Throughout the nation there is an increased call for evidence-based information to inform public policy and to support both high-stakes and continuous-improvement decisions that will ultimately improve both teaching and learning. For the past year, the MDHE has been working with Missouri colleges and universities and RAND's Council for Aid to Education (CAE) on launching a pilot project designed to provide evidence about the amount of value-added student learning that occurs as a result of spending time on a particular campus. This project is one of several designed to promote state and institutional commitment to sound management principles that result in performance excellence. The intent of this item is to update the board on the status of the department's Measuring Value-Added Student Learning project.

Background

Over one year ago, the MDHE established Measuring Value-Added Student Learning as a major improvement project. Early on, MDHE staff began to explore with Dr. Roger Benjamin, president of RAND's Council for Aid to Education (CAE), the potential of a Missouri/CAE partnership based on CAE's national initiative in this arena. The staff also hosted several meetings with institutional representatives to understand better CAE's national initiative and to explore the value of forming a Missouri Consortium on Measuring Value-Added Student Learning. At its February meeting, after hearing information about a potential Missouri/CAE pilot project, the CBHE expressed its support for this initiative and encouraged institutions to participate in a pilot project.

From the outset the intent of the pilot project would serve to inform Missouri's assessment agenda and interest in measuring value-added student learning. This initiative was intentionally designed as an experimental process to learn more about what works and why, with particular attention to issues surrounding student motivation and faculty buy-in. Several institutions agreed it was worthwhile to proceed with a pilot project despite an imperfect system and perceived obstacles. Many expressed a commitment to explore unanswered questions throughout the year based on their collective experience. Further, a commitment was made to work with assessment professionals from CAE and Missouri to refine and evolve the national agenda so results gathered would be used to support continuous improvement.

A total of 33 public, independent, and proprietary institutions joined the Missouri Consortium and made a commitment to contribute \$2,000 each in support of Consortium activities. One very small institution was approved for a reduced rate of \$1,500. The Missouri Department of Higher Education also contributed \$1,500 in support of the Consortium. Two consortium members indicated at the front end that they would not test during the current academic year, but wanted to be included in all discussions and correspondence about the pilot project. At least one of these institutions has indicated that it will be experimenting with its own approach to measuring value-added student learning and intends to share information and be engaged in discussion with Consortium members throughout the year.

Since the June 2004 board meeting, a subcommittee for the Missouri Consortium on Measuring Value-Added Student Learning has been actively engaged in negotiating a Memorandum of Agreement (MOA) between the consortium and CAE. A copy of the MOA is attached. As a result of these negotiations, the Missouri Consortium was able to secure a number benefits not available to other institutions that are single contractors with CAE including the following:

- In addition to institutional reports and aggregate reports, Missouri Consortium institutions will
 receive individual-level student testing results, which may be used for research and diagnostic
 purposes.
- CAE hosted three web conferences to introduce institutional representatives to the CLA instrument and testing process.
- Faculty and administrators from Missouri Consortium institutions will also be able to access the CLA instrument and complete it if desired.
- Once testing results become available, CAE will host at least two web conferences to assist institutions with data interpretation.
- CAE will also provide to Missouri Consortium institutions scoring information and examples of completed CLA tasks at representative score levels.
- During future training sessions, CAE may also include eligible Missouri faculty in developing scoring rubrics for future CLA tasks.
- CAE is permitting Missouri institutions to test in one three-hour block or two ninety-minute sessions.
- CAE has endorsed Missouri institutions to experimenting with embedding the CLA in an existing class or assessment activity.

Most importantly CAE has agreed to work with Missouri Consortium members at a reduced rate. In addition, to dedicating some of its own resources to help subsidize this pilot project, CAE has agreed to work with Missouri in seeking a minimum of \$100,000 in external funding to subsidize spring testing and, if possible, additional external funding for more long-term commitments. In support of these goals, CAE and the Missouri Consortium are writing a concept paper that will be used with external funding agencies.

During this fall semester, 30 of the original 31 institutions that committed to experiment with fall testing are in the process of student testing which will continue through October 17, 2004. One institution in the original group has indicated its decision to not test this year based on a review of their commitment

and being uncomfortable with unanswered questions. This institution has been notified that it will continue to be treated as consortium member since it has already paid the Consortium membership fee. Further, the institution has been encouraged to stay engaged throughout the year in discussion with colleagues and MDHE staff about Missouri's approach to measuring value added student learning.

Several consortium members, who are recruiting student volunteers to participate in the pilot project, have expressed concerns that they may not succeed in getting the minimal number of completed assessments necessary for a valid analysis to be performed. This challenge is not unique to Missouri institutions. Immediately after fall testing, Missouri Consortium members will meet to share experiences and make appropriate adjustments for spring testing. Institutions that lack a sufficient number of entering freshmen, who complete the CLA instrument during the fall 2004 testing cycle, will be encouraged to test existing students in spring 2005 and test new freshmen in fall 2005 assuming sufficient funds from external or other sources are available.

In addition to student recruitment challenges, several institutions have reported minor technical issues with administrating the online CLA instrument. To our knowledge, these technical issues have been successfully resolved and should not be a problem in the future. Building faculty and administrator understanding and support at the campus level will continue to be a major priority for the remainder of the pilot project year. Communication within and between institutions can also be enhanced to more effectively disseminate instructions, benefits, successes, and difficulties. During this pilot year, institutional experiences will be communicated and assessed to determine the potential for administering the CLA instrument in the future.

Conclusion

While not without challenges, the Missouri Consortium on Measuring Value-Added Student Learning and CAE have entered into an exciting partnership to measure institutional contributions to student learning associated with critical thinking, analytic reasoning, and written communication. This partnership has the potential to track value-added student learning over time, to communicate institutional successes, and to stimulate institutional improvement programs when necessary. The measurement of value-added student learning is a strategy that supports the state's priority for improving successful participation in Missouri higher education. Missouri's pilot project will also inform the national agenda on measuring value-added student learning.

STATUTORY REFERENCE

Section 173.005.2(7), RSMo, CBHE statutory responsibility for gathering data from state-supported institutions

RECOMMENDED ACTION

This is a discussion item only.

ATTACHMENT

Memorandum of Agreement between Missouri Consortium for Measuring Value-Added Student Learning and Council for Aid to Education (CAE)

MEMORANDUM OF AGREEMENT

THIS AGREEMENT (the "Agreement") is made by and between the Missouri Consortium for Measuring Value-Added Student Learning ("Missouri Consortium") and the Council for Aid to Education ("CAE"), a subsidiary of the RAND Corporation, a nonprofit corporation established under the laws of the State of California, United States of America. This Agreement shall be effective on the last date signed below (the "Effective Date").

WHEREAS, the Missouri Consortium is committed to participate in developing CAE's national database of Collegiate Learning Assessment (CLA) program results and working with CAE to raise funds to subsidize spring testing for the 2004-2005 Academic Year; and

WHEREAS, CAE offers a variety of services related to the CLA program and wishes to provide the Missouri Consortium institutions with a variety of student learning sampling approaches.

NOW THEREFORE, in consideration of the foregoing and the mutual commitments set forth in this Agreement, the parties, intending to be legally bound, hereby agree as follows:

1. SAMPLING

- 1.1 CAE will provide all institutions the following sampling information within five (5) business days of the execution of this MOA:
 - 1.1.1. A list of what level of detail is needed on the sampling method.
 - 1.1.2. A description of the characteristics needed to be considered representative.
- 1.2 CAE recognizes that the institutions included within the Missouri Consortium will engage in a variety of sampling approaches. Some institutions will embed the Collegiate Learning Assessment (CLA) instrument into selected classes and will require virtually no sampling assistance. Other institutions, however, will need extensive technical assistance in developing a representative sample. CAE agrees to provide each institution with its desired level of sampling assistance to the extent time and resources allow.
 - 1.2.1 Missouri Consortium institutions desiring technical assistance with sampling will inform CAE within seven (7) days after the MOA is signed.
 - 1.2.2 All Missouri Consortium institutions that test in the 2004-2005 academic year will draw adequate institutional samples for the Fall 2004 test no later than September 15, 2004. An adequate institutional sample for the Spring 2005 test will be drawn no later than February 15, 2005, assuming that external funding is secured to subsidize spring testing.
- 1.3 Individual Missouri Consortium institutions agree to report their individual sampling methods to CAE (i.e. (a) whether the sample is representative of the campus and any relevant qualifications or (b) a representative sample of the institution's students).

2. STUDENT DATA

- 2.1 CAE agrees to provide each institution in the Missouri Consortium with a completed data set of individual student results from that institution that includes all released data elements, not just summaries, in a useful format to each institution by January 31, 2005, for the fall testing session and by July 31, 2005, for the spring testing session.
 - 2.1.1 The data shall be transmitted in an electronic ASCII delimited data file.
 - 2.1.2 The data shall provide student-level tracking, including a student identifier (dummy identification numbers), a linkage with the CAE demographic/background survey results, and a linkage with institutional data.
- 2.2 Each academic institution within the Missouri Consortium will receive a copy of its respective results/data with the stipulation that it may only be used for research and diagnostic purposes as consented to by student participants on their signed consent forms.
 - 2.2.1 Any reports or analyses produced by individual institutions or by groups of institutions must identify the data as derived from the CAE Collegiate Learning Assessment project, but must carry a disclaimer that the analyses were not conducted by CAE.
- 2.3 CAE shall have the right to use the institutional data with the following qualifications.
 - 2.3.1 Student results will be used by CAE for research purposes only.
 - 2.3.2 CAE will not identify Missouri institutions or individual Missouri students by name in any of its national research.
- 2.4 Missouri institutions may conduct additional research using CLA test data.
 - 2.4.1 Institutions may pool data when desired.
 - 2.4.2 Institutions may use the data to conduct institutional, cross-institutional, and/or consortium research.
 - 2.4.3 Student-level data may be used for research and diagnostic purposes only.
- 2.5 The Missouri Consortium shall know three (3) weeks in advance of CAE's release of CLA student data what information will be released to students and the form it will take.

3. REPORT CONTENT TO STUDENTS, INSTITUTIONS, AND THE CONSORTIUM

- 3.1 2004-05 academic year (See also Section 10.4.)
 - 3.1.1 CAE agrees to provide its standard institutional reports to each participating institution in the Missouri Consortium including
 - 3.1.1.1 CLA Institutional Report for each testing institution
 - 3.1.1.2 CLA Consortium Reports at the aggregate and sector levels (public two-year institutions, public four-year institutions, and independent institutions).
 - 3.1.1.3 CAE agrees to notify the Missouri Consortium institutions of additional services available in future years (e.g. annual reports and a CLA interactive database). Access to these products will become part of future negotiations between the Missouri Consortium and CAE.
 - 3.1.2 CAE agrees to explore with Missouri Consortium members the types of additional reports that would be useful in future years.
 - 3.1.3 CAE agrees to the following regarding individual student reports:
 - 3.1.3.1 Reliability analyses on student results will be provided by CAE by January 31, 2005, for Fall 2004 testing. Assuming external funding is secured to subsidize spring testing, reliability analyses on student results will be provided by CAE by July 31, 2005, for Spring 2005 testing.
 - 3.1.3.2 CAE will explore with the Missouri Consortium ways to enhance feedback to students.
 - 3.1.3.3 CAE will work with the Missouri Consortium on an agreed upon structure and process for releasing student information.
 - 3.1.3.4 CAE will provide information about how students access their individual reports.
 - 3.1.3.5 CAE will permit institutional access to individual student reports for research and diagnostic purposes only.
 - 3.1.4 The Missouri Consortium agrees to pool questions regarding psychometric issues. CAE agrees to provide the Missouri Consortium with responses to the collective list of questions.
- 3.2 Should CAE and the Missouri Consortium continue their relationship beyond the 2004-05 academic year, CAE and the Missouri Consortium agree to renegotiate all report content at all levels.

4. COMMUNICATIONS AND SUPPORT

- 4.1 CAE agrees to host and fund conferences or web sites for Missouri Consortium members including the following:
 - 4.1.1 CAE will host three 90-minute web conferences between the date of execution of this MOA and June 30, 2005, offering a CLA overview for consortium/institutional liaisons and other interested campus individuals, which may also be open to non-Missouri Consortium participants.
 - 4.1.2 CAE will host a password protected web site that reviews the CLA instrument for faculty and offers them an opportunity to complete the CLA instrument (made available during a four-week window from within 10 business days of execution of this MOA, and a four-week window during the Spring 2005 testing cycle, assuming external funding is available to subsidize spring testing).
 - 4.1.2.1 CAE is not obligated to provide scoring feedback to faculty members who complete the CLA instrument.
 - 4.1.2.2 As a condition of accessing this secure web site, individual faculty members from Missouri Consortium institutions will sign a test review agreement that prohibits the removal of test materials or items and prohibits writing notes or making copies/transcripts of the test material and/or downloading of any computer files or data.
 - 4.1.3 CAE agrees to provide assistance with data interpretation for participating Missouri institutions.
 - 4.1.3.1 CAE will provide a minimum of two 90-minute web conferences for Missouri institutions on data interpretation, including ways to use data as diagnostic tools and limitations of the data.
 - 4.1.3.2 During each of the 90-minute data interpretation web conferences, each institution may have one (1) electronic/phone connection to the conference; however, multiple institutional representatives may participate through the single connection.
 - 4.1.3.3 The first of these data interpretation web conferences will be held when the data from fall testing have been made available to the campuses.
 - 4.1.4 CAE agrees to provide information regarding the maximum capacity for its web conferences.
 - 4.1.5 The Missouri Consortium and/or its members reserve the right to record web and/or regional conferences and to make the same available to other interested parties.

- 4.2 Scoring of the CLA instrument
 - 4.2.1 The Analytical Reasoning measures will be scored by ETS's e-rater computer scoring system, and CAE agrees to share with the Missouri Consortium institutions whatever information ETS generally provides clients about scoring criteria for these tasks and examples of completed tasks at representative score levels.
 - 4.2.2 Because the scoring for each critical thinking task is so unique, CAE agrees to provide to Missouri Consortium institutions the questions and criteria used to score at least one critical-thinking task (e.g. the mosquito problem) so that interested participants might better understand the process. Each institution will be required to sign a confidentiality agreement provided by CAE, which will protect CAE's intellectual property and ensure the security of test content.
- 4.3 CAE is solely responsible for the selection and supervision of scorers.
 - 4.3.1 CAE plans to continue its intensive training of CLA instrument scorers, which includes a training session, assurances of scoring consistency among scorers prior to actual scoring, and cross-scoring of CLA tasks to ensure consistency.
 - 4.3.2 CAE plans to continue primarily using English faculty and selected graduate students as scorers.
 - 4.3.3 At a future training session during this MOA period, CAE agrees to consider representatives from Missouri Consortium institutions, who meet CAE's eligibility qualifications for scorers, to be involved in scoring of tasks.
 - 4.3.3.1 Individuals chosen to participate by CAE from Missouri Consortium institutions will be treated similarly to non-Missouri Consortium scorers concerning reimbursement and/or compensation offered. It is understood that currently scorers used by CAE are not reimbursed for travel expenses. The Missouri Consortium will assume travel expenses for a limited number of scorers if additional funding to subsidize this effort is not secured.
 - 4.3.3.2 Each representative/faculty member chosen by CAE shall sign a confidentiality agreement provided by CAE, which will protect CAE's intellectual property and ensure the security of test content.
- 4.4 CAE agrees to provide the following information regarding logistical issues within five (5) business days of execution of this MOA:
 - 4.4.1 Assembling the sample
 - 4.4.2 Recruiting students
 - 4.4.3 Proctoring the testing sessions
 - 4.4.4 Providing computer configuration requirements to students
 - 4.4.5 Scheduling the sessions
 - 4.4.6 Providing registrar data to CAE
 - 4.4.7 Providing IPEDS data to CAE

5. CLA TASK ITEMS

The CLA tests taken by students of Missouri Consortium institutions will include both the Critical Thinking Tasks and the Analytical Reasoning Tasks.

6. **DEMOGRAPHIC/BACKGROUND DATA**

- 6.1 CAE and the Missouri Consortium agree that the length of the background survey should be as short as possible while providing the necessary information.
- 6.2 The CAE background survey will include a student identifier (dummy).
- 6.3 The CAE background survey will include questions designed to elicit the following student information:
 - 6.3.1 Computer familiarity
 - 6.3.2 Full-time or part-time student
 - 6.3.3 Primary language
 - 6.3.4 Additional post-secondary institutions attended
 - 6.3.5 Field of study
 - 6.3.6 Year of birth
 - 6.3.7 Gender
 - 6.3.8 Race/ethnicity
- 6.4 The institutions within the Missouri Consortium agree to provide the following data that CAE will link to individual student results:
 - 6.4.1 SAT, ACT, or equivalent scores
 - 6.4.2 Credit hours completed
 - 6.4.3 Year graduated from high school
 - 6.4.4 College GPA
 - 6.4.5 High school GPA
 - 6.4.6 Type of degree pursued
 - 6.4.7 Placement exam scores (if available)

7. CONSENT FORMS

- 7.1 Missouri Consortium institutions that are recruiting student volunteers to complete the CLA will use the consent form tailored for this purpose (see Attachment A).
- 7.2 Missouri Consortium institutions that are embedding CLA administration in a class or activity that requires student completion of the CLA will use the consent form that reflects this requirement (see Attachment B).
- 7.3 If a single Missouri Consortium institution uses both methods (i.e. recruiting some students and requiring other students to complete the CLA), then the institution shall provide the appropriate consent form to each category of student.

8. COMPUTER BACK-UP SYSTEM

- 8.1 CAE will frequently encourage students via prompts to save their data during testing.
- 8.2 CAE shall make student testing time adjustments for network delays, interruptions, power failures, and/or other unforeseen events.
- 8.3 CAE will explore how to develop a back-up system that will capture data in the event of network delays, interruptions, and/or other unforeseen events.

9. RESPONSIBILITIES OF MISSOURI CONSORTIUM INSTITUTIONS

- 9.1 Missouri Consortium institutions agree to participate in developing CAE's national database of CLA results.
- 9.2 Missouri Consortium institutions agree to sample students for Fall 2004 (entering students) and Spring 2005 (exiting students, assuming that external funding is secured to subsidize spring testing) for administration of the CLA.
 - 9.2.1 Institutions will overdraw samples to increase the likelihood of having a minimum of 100 students for each testing period (i.e., Fall 2004 and Spring 2005). In both the Fall 2004 and Spring 2005 sessions, testing will be available for a maximum of 110 students from each institution. CAE agrees to consider requests by Missouri Consortium members to test more than 110 students. CAE will determine if there is sufficient justification and the necessary resources to open testing to a larger group of entering and/or exiting students.
 - 9.2.2. Very small institutions may have a fewer number of students in their sample. In all cases, institutions will have at least 50 students complete the CLA instrument during each testing period.
 - 9.2.3 Three Missouri institutions that are members of the Consortium will not participate in testing using the CLA instrument during the 2004-2005 academic year.
 - 9.2.4 Individual Missouri Consortium institutions agree to report their individual sampling methods to CAE (i.e. whether the sample is representative of the campus and any relevant qualifications or a representative sample of the institution's students). (See also Section 1.3.)
- 9.3 Missouri Consortium institutions shall provide computer access to student test takers and shall provide examination proctors. (See also Section 4.4.)
 - 9.3.1 With guidance from CAE, Missouri Consortium institutions will ensure that testing facilities are adequate to complete the CLA.
 - 9.3.2 With guidance from CAE, Missouri Consortium institutions will train and supervise examination proctors.

- 9.4 Missouri Consortium institutions will link background data provided by each institution to individual student results. (For specific data, see Section 6.4; see also Section 2.1.)
- 9.5 Missouri Consortium institutions and their members will provide support from their senior leadership teams to promote the success of this assessment process.
 - 9.5.1 Missouri Consortium institutions will promote the benefits of the CLA assessment process to both faculty and administrators.
 - 9.5.2 Missouri Consortium institutions will ensure effective communication of testing processes, student results, and appropriate data interpretation to campus members and other constituents.
 - 9.5.3 Missouri Consortium institutions will ensure that appropriate motivational techniques are used to generate the needed sample size of student test takers.
 - 9.5.4 Missouri Consortium institutions will encourage faculty and administrator participation in web conferences hosted by CAE.
- 9.6 Missouri Consortium institutions will encourage student test takers to read, understand, and sign the CAE consent form if they agree to its terms.
- 9.7 Missouri Consortium institutions will provide appropriate follow-up communication and/or services to student test takers.
- 9.8 Missouri Consortium institutions agree to conduct CLA testing during the designated time windows for the Fall 2004 (August 28 to October 17, 2004) and Spring 2005 (dates to be determined) semesters. Fall testing will be delayed in the event this MOA has not been executed.
- 9.9 Payment schedule
 - 9.9.1 If external funding is received to continue CLA testing during the Spring 2005 semester, the Missouri Consortium agrees to pay its matching funds to CAE based on the following payment schedule and the fulfilled terms of this MOA:
 - 9.9.1.1 \$25,000 will be paid within five (5) business days of the execution of this MOA, at which time testing may begin.
 - 9.9.1.2 \$15,000 will be paid by January 31, 2005.
 - 9.9.1.3 The balance due as invoiced by CAE, including the remaining \$10,000 of the consortium's original matching funds, will be paid by July 31, 2005.
 - 9.9.1.4 CAE and the Missouri Consortium will seek funding from external sources to cover the additional required for Spring 2005 testing. It is understood that individual consortium institutions will not be required to pay the balance due for Spring 2005 testing.
 - 9.9.1.5 Awards from external funding agencies will stipulate the distribution of funds to cover costs associated with Spring 2005 testing.

- 9.9.2 If external funding is *not* committed by external sources to continue CLA testing during the Spring 2005 semester, the Missouri Consortium agrees to pay CAE a total amount of \$50,000 based on the following payment schedule and the fulfilled terms of this MOA to complete fall testing and deliver results:
 - 9.9.2.1 \$25,000 will be paid within five (5) business days of the execution of this MOA.
 - 9.9.2.2 \$15,000 will be paid by January 31, 2005,
 - 9.9.2.3 It is understood that if insufficient external funding, as defined by the gap analysis developed by CAE and the Missouri Consortium, is not committed by February 15, 2005, that CAE and Missouri Consortium institutions will have no further obligations under this MOA, and the final payment of \$10,000 will be paid to CAE by March 1, 2005
- 9.9.3 The parties to this MOA understand and agree that the Missouri Department of Higher Education shall have no obligation to pay any amounts or provide any funding pursuant to this MOA.

10. TIME ISSUES

- 10.1. Missouri Consortium institutions that test in the 2004-2005 academic year will draw adequate institutional samples for the Fall 2004 test no later than September 15, 2004. An adequate institutional sample for the Spring 2005 test will be drawn no later than February 15, 2005, assuming external funding is secured to subsidize spring testing. (See also Section 1.2.2.)
- 10.2 CAE shall permit the CLA to be administered in multiple sessions (i.e. 2 sessions @ 90 minutes each for the Fall 2004 semester). CAE will also continue to explore shorter testing sessions for the Spring 2005 testing cycle. To this end, RAND will make the necessary adjustments to administering the CLA in multiple sessions as possible.
- 10.3. The testing window for Fall 2004 shall be August 28, 2004 through October 15, 2004, but it is understood that this will be delayed if this agreement has not been executed. CAE and the Missouri Consortium are committed to raising external funds to subsidize testing in Spring 2005 and beyond. The Spring 2005 testing window will be established within two weeks after funding is secured. (See also Section 9.8.)
- 10.4. CAE shall provide reports according to the following schedule:
 - 10.4.1 Report of Fall 2004 results due January 31, 2005.
 - 10.4.2 Report of Spring 2005 results due July 31, 2005.
 - 10.4.3 See also Sections 2.1 and 3.1.
- 10.5 In a timely manner, CAE shall assist in the writing of a concept paper that may be used to secure additional funding from appropriate foundations.
- 10.6 Additional time-sensitive issues are discussed throughout this MOA.

11. RELEASE OF INFORMATION

CAE shall provide the Missouri Consortium and its member institutions with explicit permission to communicate general and institutional information related to their participation in CLA testing via the Internet or other appropriate methods.

12. COMMITMENT TO RAISE EXTERNAL FUNDS

- 12.1 The Missouri Consortium and CAE will work together to seek additional funding to complete CLA testing during the 2004-05 academic year and continue testing into subsequent years.
- 12.2 A gap analysis will be immediately conducted to determine the additional costs and total costs to complete CLA testing during the 2004-05 academic year.
 - 12.2.1 Both the Missouri Consortium and CAE will estimate their respective in-kind contributions toward the CLA's administration in Missouri Consortium institutions.
 - 12.2.2 The Missouri Consortium's financial contribution of \$50,000 and CAE's cash contribution will be subtracted from the total project costs to determine the gap in funds needed to complete the first cycle of testing.
- 12.3 The Missouri Consortium and CAE will solicit appropriate external funding sources for the funds needed to complete CLA administration during the 2004-05 academic year, as determined by the gap analysis.

13. DEFINITION OF MISSOURI CONSORTIUM AND ITS OBLIGATIONS

- 13.1 The Missouri Consortium for Measuring Value-Added Student Learning is defined as the 32 institutions that are named in Attachment C, although only 29 of these institutions will be administering the CLA during the 2004-05 academic year.
 - 13.1.1 The University of Missouri-Columbia, Southwest Missouri State University, and University of Phoenix will not conduct CLA testing during the 2004-05 academic year.
 - 13.1.2 The terms of this MOA are only binding upon those 30 institutions that will conduct CLA testing during the 2004-05 academic year.
- 13.2 The representatives of this Consortium who have signed this MOA are authorized to represent the other members of the Consortium.
- 13.3 Missouri Consortium members have designated Missouri Western State College as the fiscal agent for the consortium. As fiscal agent, Missouri Western State College is authorized to issue funds to CAE according to the terms of this MOA and will do so.
- Each institution in the Missouri Consortium shall designate one (1) representative with whom CAE shall have contact in fulfilling its obligations under this MOA.

14. APPLICABLE LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of New York, United States of America, without regard to its principles for conflicts of law, as if it were an Agreement executed and performed within that jurisdiction.

15. NO PARTNERSHIP OR UNAUTHORIZED AGENCY

CAE is an independent contractor and is engaged in its own business. Nothing herein shall be deemed or construed to create a partnership or joint venture between or among the parties hereto. Except as specifically provided herein or as authorized in writing by the Missouri Consortium from time to time, CAE shall have no authority to act for or represent the Missouri Consortium or to otherwise hold itself out as an agent of the Missouri Consortium.

16. ASSIGNMENT; SUCCESSORS

This Agreement may not be assigned, in whole or in part, by either party without the prior written consent of the other party. Subject to the foregoing, this Agreement shall inure to the benefit of the parties' successors and their permitted assigns.

17. AMENDMENTS; WAIVERS

This Agreement may be modified only by a written amendment signed by a representative of each party who is authorized to sign contractual or financial changes, and no waiver of any provision hereof shall be effective unless expressed in writing signed by the party permitting the waiver.

18. COUNTERPARTS; HEADINGS; EXHIBITS

This Agreement may be executed in several counterparts, each one of which shall constitute an original, and all collectively shall constitute but one instrument. The headings of the sections hereof are included for convenience of reference only and do not form part of this Agreement. The Exhibits referred to in this Agreement are incorporated by reference, and shall have the same meaning, force and effect as if set forth in full in the Agreement; provided, however, that in the event of any inconsistency between the terms of this Agreement and any Exhibit, the terms of this Agreement shall control.

19. SEVERABILITY

Any provisions of this Agreement which may be determined by competent authority to be prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

20. ENTIRE AGREEMENT

This Agreement contains the complete agreement of the parties with respect to the subject matter hereof and supersedes and replaces any prior oral or written agreements, proposals, commitments, understandings, or communications with respect thereto by the parties.

ATTACHMENT A—REQUIRED PARTICPATION [cla]

COLLEGIATE LEARNING ASSESSMENT INFORMED CONSENT TO RELEASE INFORMATION TO CAE

We request your consent to release information to CAE for a national assessment of collegiate student learning.

PURPOSE OF THIS ASSESSMENT: This assessment project is being conducted by the RAND Corporation, a nonprofit research organization, and the Council for Aid to Education (CAE), a nonprofit subsidiary of the RAND Corporation, in cooperation with your institution. The goal of this assessment project is to understand how your college or university has contributed to your skill development or will contribute to your skill development in the future.

HOW YOU WERE SELECTED TO PARTICIPATE: Your college or university identified a representative sample of students to participate in this assessment project. Your participation is very important to the validity of the results, and it will help to ensure the adequate representation of students at your campus when this study is completed.

WHAT YOU ARE BEING ASKED TO DO: Through your participation in this assessment project, you will:

Complete one or more testing instruments that will require written responses (such as short answers or essays).

Complete a questionnaire about your experience completing these testing instruments and about your experiences in college.

Permit the release of your college admissions test scores (SAT and/or ACT), placement exam scores, GPA, and credit hours completed to the RAND/CAE researchers.

Your participation in this assessment project will take approximately three hours, which may be divided over two 90-minute sessions.

RISKS OF PARTICIPATION: The results of your CLA will be released to your institution for research and diagnostic purposes only. Your institution will not use your individual data publicly nor will you be identified as an individual student. The results of your CLA will be treated in a professional and confidential manner, thereby increasing your protection from any type of embarrassment or negative damage to your reputation.

BENEFITS OF PARTICIPATION: The benefits which may reasonably be expected to result from this assessment project are the opportunity to receive an individual assessment of your demonstrated ability in critical thinking, analytical reasoning, and written communication. You will be able to access your score (and a range for comparison to other students' scores) anonymously via a project website; if you wish to be notified when your score is available, please include an e-mail address below. You will not be paid for your participation.

CONFIDENTIALITY OF INFORMATION: The results of your assessment will be released to your current institution and will be used for research and diagnostic purposes only. Both RAND/CAE and your institution will protect the confidentiality of this information and will not disclose your identity or information that identifies you to anyone outside of this project, except as required by law. Your individual privacy will be maintained in all published and written data resulting from the analyses associated with this assessment project.

STUDENT PARTICIPATION: If an activity (class, orientation session, etc.) you are enrolled in is selected to participate in this assessment project, your institution may require you to complete this test as part of a course or institutional assessment requirement. Your participation in this project is supporting the goals of your institution and the Missouri Consortium for Measuring Value-Added Student Learning, as both of these organizations work to improve teaching and learning in the college classroom. While your institution is requiring you to participate in this assessment project, the choice to release your records to RAND/CAE is voluntary. In addition, you will not receive a grade or be penalized in any way based on the *outcomes* of your testing (i.e. how well you perform on the CLA)

WHOM TO CONTACT: If you have any questions about this project, please contact the principal investigator: Roger Benjamin, RAND Corporation's Council for Aid to Education, 215 Lexington Avenue, 21st Floor, New York, NY 10016-6023, or by phone at (212) 661-5800. If you have any questions or concerns about your rights as a research subject, please contact-- anonymously, if you wish -- the Human Subjects Protection Committee at the RAND Corporation, 1700 Main Street, Santa Monica, CA 90407, or by phone at (310) 393-0411, extension 6369. You may call collect.

CONSENT TO RELEASE INFORMATION: I have read this statement, and I understand what it says. I agree to participate in this assessment project under the conditions outlined above. I also acknowledge that I have received a copy of this form. I hereby voluntarily consent to allow my college admission test scores (SAT and/or ACT), placement exam scores, GPA, and credit hours completed to be released to the RAND/CAE researchers.

Signature		Date		
Signature		Date		
First Name (PLEASE PRINT CLEARLY)	Middle Initial	Last Name		
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Social Security Number	Student ID Number	E-mail Address (Optional)		
Social Security Number	Student ID Number	L-man Address (Optional)		

ATTACHMENT B—VOLUNTARY PARTICIPATION [cla]

COLLEGIATE LEARNING ASSESSMENT INFORMED CONSENT TO PARTICIPATE

We request your consent to participate in a national assessment of collegiate student learning.

PURPOSE OF THIS ASSESSMENT: This assessment project is being conducted by the RAND Corporation, a nonprofit research organization, and the Council for Aid to Education (CAE), a nonprofit subsidiary of the RAND Corporation, in cooperation with your institution. The goal of this assessment project is to understand how your college or university has contributed to your skill development or will contribute to your skill development in the future.

HOW YOU WERE SELECTED TO PARTICIPATE: Your college or university identified a representative sample of students to participate in this assessment project. Your participation is very important to the validity of the results, and it will help to ensure the adequate representation of students at your campus when this study is completed.

WHAT YOU ARE BEING ASKED TO DO: Through your participation in this assessment project, you will:

Complete one or more testing instruments that will require written responses (such as short answers or essays).

Complete a questionnaire about your experience completing these testing instruments and about your experiences in college.

Permit the release of your college admissions test scores (SAT and/or ACT), placement exam scores, GPA, and credit hours completed to the RAND/CAE researchers.

Your participation in this assessment project will take approximately three hours, which may be divided over two 90-minute sessions.

RISKS OF PARTICIPATION: The results of your CLA will be released to your institution for research and diagnostic purposes only. Your institution will not use your individual data publicly nor will you be identified as an individual student. The results of your CLA will be treated in a professional and confidential manner, thereby increasing your protection from any type of embarrassment or negative damage to your reputation.

BENEFITS OF PARTICIPATION: The benefits which may reasonably be expected to result from this assessment project are the opportunity to receive an individual assessment of your demonstrated ability in critical thinking, analytical reasoning, and written communication. You will be able to access your score (and a range for comparison to other students' scores) anonymously via a project website; if you wish to be notified when your score is available, please include an e-mail address below. You will not be paid for your participation.

CONFIDENTIALITY OF INFORMATION: The results of your assessment will be released to your current institution and will be used for research and diagnostic purposes only. Both RAND/CAE and your institution will protect the confidentiality of this information and will not disclose your identity or information that identifies you to anyone outside of this project, except as required by law. Your individual privacy will be maintained in all published and written data resulting from the analyses associated with this assessment project.

STUDENT PARTICIPATION: You have been selected to represent your institution in RAND/CAE's national assessment project. Your participation in this project is supporting the goals of your institution and the Missouri Consortium for Measuring Value-Added Student Learning, as both of these organizations work to improve teaching and learning in the college classroom. Your participation in this project is completely voluntary. You may refuse to participate, or you may stop participating at any time and for any reason. We may also discontinue your participation or stop the project at any time if circumstances warrant. In addition, you will not receive a grade or be penalized in any way based on the *outcomes* of your testing (i.e. how well you perform on the CLA)

WHOM TO CONTACT: If you have any questions about this project, please contact the principal investigator: Roger Benjamin, RAND Corporation's Council for Aid to Education, 215 Lexington Avenue, 21st Floor, New York, NY 10016-6023, or by phone at (212) 661-5800. If you have any questions or concerns about your rights as a research subject, please contact-- anonymously, if you wish -- the Human Subjects Protection Committee at the RAND Corporation, 1700 Main Street, Santa Monica, CA 90407, or by phone at (310) 393-0411, extension 6369. You may call collect.

CONSENT TO RELEASE INFORMATION: I have read this statement, and I understand what it says. I agree to participate in this assessment project under the conditions outlined above. I also acknowledge that I have received a copy of this form. I hereby voluntarily consent to allow my college admission test scores (SAT and/or ACT), placement exam scores, GPA, and credit hours completed to be released to the RAND/CAE researchers.

Signature		Date	
Signature		Date	
First Name (PLEASE PRINT CLEARLY)	Middle Initial	Last Name	
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Social Security Number	Student ID Number	E-mail Address (Optional)	
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ATTACHMENT C

MISSOURI CONSORTIUM FOR MEASURING VALUE ADDED STUDENT LEARNING

Public Two-Year Institutions

- 1. Crowder College (Neosho)
- 2. Jefferson College (Hillsboro)
- 3. Linn State Technical College (Linn)
- 4. Metropolitan Community Colleges (Kansas City area)
- 5. Mineral Area College (Park Hills)
- 6. Moberly Area Community College (Moberly)
- 7. Ozarks Technical Community College (Springfield)
- 8. Southwest Missouri State University West Plains (West Plains)
- 9. St. Charles Community College (St. Peters)
- 10. State Fair Community College (Sedalia)

Public Four-Year Institutions

- 11. Central Missouri State University (Warrensburg)
- 12. Harris-Stowe State College (St. Louis)
- 13. Lincoln University (Jefferson City)
- 14. Missouri Southern State University (Joplin)
- 15. Missouri Western State College (St. Joseph)
- 16. Northwest Missouri State University (Maryville)
- 17. Southeast Missouri State University (Cape Girardeau)
- 18. Southwest Missouri State University (Springfield) (will not test in fall)
- 19. Truman State University (Kirksville)
- 20. University of Missouri Columbia (Columbia) (will not test in fall)
- 21. University of Missouri Kansas City (Kansas City)
- 22. University of Missouri Rolla (Rolla)
- 23. University of Missouri St. Louis (St. Louis)

Independent Institutions

- 24. Fontbonne University (St. Louis)
- 25. Hannibal-LaGrange College (Hannibal)
- 26. Lindenwood University (St. Charles)
- 27. Missouri Baptist University (St. Louis)
- 28. Park University (Parkville)
- 29. Webster University (St. Louis)
- 30. Westminster College (Fulton)
- 31. William Woods University (Fulton)

Proprietary

32. University of Phoenix (Kansas City) (will not test in fall)

Missouri Department of Higher Education